



BID NO.: IB7529-4/14

**OPENING: 2:00 P.M.
FRIDAY
May 22, 2009**

MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

TITLE:

FRUIT & SPICE PARK ITEMS FOR RESALE - PREQUALIFICATION

THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:

BID DEPOSIT AND PERFORMANCE BOND:	N/A
CATALOGUE AND LISTS:	N/A
CERTIFICATE OF COMPETENCY:	N/A
EQUIPMENT LIST:	N/A
EXPEDITED PROCUREMENT PROGRAM (EPP):	N/A
INDEMNIFICATION/INSURANCE:	N/A
PRE-BID CONFERENCE/WALK-THRU:	N/A
SMALL BUSINESS ENTERPRISE MEASURE:	SECTION 2, PARAGRAPH 2.2
SAMPLES/INFORMATION SHEETS:	SECTION 2, PARAGRAPH 2.25
SECTION 3 – MDHA:	N/A
SITE VISIT/AFFIDAVIT:	N/A
USER ACCESS PROGRAM:	SECTION 2, PARAGRAPH 2.21
WRITTEN WARRANTY:	N/A

FOR INFORMATION CONTACT:

José Cardona at (305) 375-1082 email: cardoj@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

- Failure to complete the certification regarding Local Preference on page 20 of Section 4, Bid Submittal Form shall render the bidder ineligible for Local Preference
- Failure to sign page 20 of Section 4, Bid Submittal Form will render your bid non-responsive

**MIAMI-DADE COUNTY
DEPARTMENT OF PROCUREMENT MANAGEMENT
PURCHASING DIVISION**

INVITATION TO BID

Bid Number: IB7529-4/14

Title: Fruit & Spice Park Items for Resale - Prequalification

Procurement Contracting Agent: José Cardona

Bids will be accepted until 2:00 p.m. on Friday, May 22, 2009

At the:

Department of Procurement Management

Bidder Assistance Section

Stephen P. Clark Center

111 NW 1st Street, 13th Floor

Miami, Florida 33128-1983

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

Instructions:

- The DPM Bidder Assistance Unit business hours are 8:00am to 5:00pm, Monday through Friday. Additionally, the Unit is closed on holidays observed by the County.
- Each Bid submitted shall have the following information clearly marked on the face of the envelope:
 - The Bidder's name
 - The Bidder's return address
 - The Bid number
 - The Bid opening date
 - The title of the Bid
- All Sealed Bids received time and date stamped by the Clerk of the Board prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by the Clerk of the Board after the bid submittal deadline will be evaluated by the procuring department, in consultation with the County Attorney's Office, to determine whether the bid will be accepted as timely.
- Included in the sealed envelope or container shall be an original and two copies of the Bid Submittal, the required Affidavits, plus attachments if applicable.
- The Bidder may, at Bidder's option, also provide the Excel file containing the information on the Bidder Pricing document on CD or Diskette. The file to be provided is to be downloaded at [HTTP://SERVICES.MIAMIDADE.GOV/DPM/SOLICITATIONLIST.ASPX](http://services.miamidade.gov/DPM/SOLICITATIONLIST.ASPX).

Failure to comply with the submittal instructions may result in your Bid not being considered for award.

NOTICE TO ALL BIDDERS:

- FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.
- THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY BIDDER RESPONDING TO THIS SOLICITATION

SECTION 1 GENERAL TERMS AND CONDITIONS

1.1. DEFINITIONS

Bid – shall refer to any offer(s) submitted in response to this solicitation.

Bidder – shall refer to anyone submitting a Bid in response to this solicitation.

Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.

Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

County – shall refer to Miami-Dade County, Florida

DPM – shall refer to Miami-Dade County's Department of Procurement Management.

Enrolled Vendor – shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County.

Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the County.

The Vendor Registration Package – shall refer to the Business Entity Registration Application.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at www.miamidade.gov/dpm

1.2. INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a notification list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must become a Registered Vendor. Only Registered Vendors can be awarded County contracts. Vendors are required to register with the County by contacting the Vendor Assistance Unit. The County endeavors to obtain the participation of all qualified small business enterprises. For information and to apply for certification, contact the Department of Small Business Development at 111 N.W. 1 Street, 19th Floor, Miami, FL 33128-1900, or telephone at 305-375-3111. County employees and board members wishing to do business with the County are referred to Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Department of Procurement Management (DPM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the DPM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128.

Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitation, by completing the provided Affirmation of Vendor Affidavit form.

In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Sec. 2-8.1 of the County Code)
2. **Miami-Dade County Employment Disclosure Affidavit**
(County Ordinance No. 90-133, amending Section 2-8.1(d)(2) of the County Code)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**
(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**
(Ordinance 97-35)
12. **Subcontractor/Supplier Listing**
(Ordinance 97-104)
13. **Environmentally Acceptable Packaging**
Resolution (R-738-92)
14. **W-9 and 8109 Forms**
The vendor must furnish these forms as required by the Internal Revenue Service.
15. **Social Security Number**
In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that DPM requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/vendor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General**
Pursuant to Section 2-1076 of the County Code.
17. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**
By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

SECTION 1

GENERAL TERMS AND CONDITIONS

C. PUBLIC ENTITY CRIMES

To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. Request for Additional Information

- Pursuant to Section 2-11.1(f) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbcc@miamidade.gov.
- The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
- It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

E. Contents of Bid Solicitation and Bidders' Responsibilities

- It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
- In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.
- This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
- It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

F. Change or Withdrawal of Bids

- Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.
- Withdrawal of Bid - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by DPM prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

G. Conflicts Within The Bid Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

H. Prompt Payment Terms

- It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
- The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

1.3. PREPARATION OF BIDS

- The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
- The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
- When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- An optional electronic submittal shall not be considered a part of the bid if it differs in any respect from the required manual submittal in the original hard copy.

SECTION 1 GENERAL TERMS AND CONDITIONS

1.4. CANCELLATION OF BID SOLICITATION

Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

1.5. AWARD OF BID SOLICITATION

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Local Business Tax Receipt.
- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope or make a request by e-mail. Bid results will not be given by telephone or facsimile.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88, the Director of DPM will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.
- K. The County reserves the right to request and evaluate additional information regarding the responsibility of the bidder from any bidder after the submission deadline as the County deems necessary.

1.6. CONTRACT EXTENSION

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

1.7. WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities

utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.9. NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

1.10. LOCAL PREFERENCE

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

1. a business that has a valid Local Business Tax Receipt, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and
3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:
 - (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
 - (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
 - (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2009. Therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

1.11. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

SECTION 1 GENERAL TERMS AND CONDITIONS

1.12. BID PROTEST

- A. A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.
- B. A written intent to protest shall be filed with the Clerk of the Board and mailed to all participants in the competitive process and to the County Attorney within three (3) County work days of the filing of the County Manager's recommendation. This three-day period begins on the County workday after the filing of the County Manager's recommendation. Such written intent to protest shall state the particular grounds on which it is based and shall be accompanied by a filing fee as detailed in Para C below.
- C. The written intent to protest shall be accompanied by a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$250,000	\$500
\$250,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

The protester shall then file all pertinent documents and supporting evidence with the Clerk of the Board and mail copies to all participants in the competitive process and to the County Attorney within three (3) County workdays after the filing of a written intent to protest.

- D. For award recommendations greater than \$250,000 the following shall apply:
The County's recommendation to award or reject will be immediately communicated (via mail, fax or email) to all participants in the competitive process and filed with the Clerk of the Board.
- E. For award recommendations from \$25,000 to \$250,000 the following shall apply:
Each County workday, as appropriate, recommendations to award or reject will be posted in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1st Street. Participants may also view recommendations to award on-line at the DPM website or call the contact person as identified on the cover page of the Bid Solicitation.

1.13. RULES, REGULATIONS AND LICENSES

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall be familiar with all federal, state and local laws that may in affect the goods and/or services offered.

1.14. PACKAGING

Unless otherwise specified in the Special Conditions or Technical Specifications, all containers shall be suitable for shipment and/or storage and comply with Resolution No. 738-92.

1.15. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

1.16. ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

1.17. DELIVERY

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

1.18. RESPONSIBILITY AS EMPLOYER

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

1.19. INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

1.20. COLLUSION

A contractor recommended for award as the result of a competitive solicitation for any County purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 287.055 Fla Stats.), purchase, lease, permit, concession or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the County; stating either that the contractor is not related to any of the other parties bidding in the competitive solicitation or identifying all related parties, as defined in this Section, which bid in the solicitation; and attesting that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted in accordance with the provisions of Sec. 2-8.1.1. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

The Collusion Affidavit will be included in all solicitations and will be requested from all bidders/proposers once bids/proposals are received and the bidders list is distributed.

1.21. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.22. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

1.23. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful

SECTION 1

GENERAL TERMS AND CONDITIONS

Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

1.24. FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.4.1 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.25. ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services, the Commission Auditor, or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

1.26 OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076(c)(8) of the County Code.

1.27 PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The bidder shall not submit any information in response to this invitation, which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the County in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the County shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability

and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.30. CHARTER COUNTY TRANSIT SYSTEM SALE SURTAX

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award of a Blanket Purchase Order (BPO) for Transit/Public Works as part of a multi-department contract, nor an award of a contract solely for the use of Transit/Public Works shall be effective and thereby give rise to a contractual relationship with the County for Transit/Public Works purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of Transit/Public Works in this contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms Transit/Public Work's inclusion in the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

1.31 LOBBYIST CONTINGENCY FEES

A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.32 COMMISSION AUDITOR – ACCESS TO RECORDS

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

SECTION 2
SPECIAL CONDITIONS

FRUIT & SPICE PARK ITEMS FOR RESALE - PREQUALIFICATION

2.1 PURPOSE: TO PRE-QUALIFY BIDDERS

The purpose of this solicitation is to pre-qualify bidders for future pricing competition. All bidders which meet or exceed the criteria established in this solicitation shall be placed on a Pre-Qualification List that may be accessed by County departments in order to obtain price quotations for the provision of items for resale at retail stores located at the Redland Fruit & Spice Park and Deering Estate at Cutler.

2.2 SMALL BUSINESS CONTRACT MEASURES FOR SOLICITATIONS GREATER THAN \$50,000 (Bid Preference)

A Small Business Enterprise (SBE) bid preference applies to this solicitation.

A 10% percent bid preference shall apply to contracts \$1 million or less and 5% percent on contracts greater than \$1 million. A SBE/Micro Business Enterprise must be certified by the Department of Small Business Development (SBD) for the type of goods and/or services the Enterprise provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact the Department of Small Business Development at 305-375-3111 or access www.miamidade.gov/dbd.

The SBE/Micro Business Enterprise must be certified by bid submission deadline, at contract award and for the duration of the contract to remain eligible for the preference.

2.3 PRE-BID CONFERENCE

Intentionally Omitted

2.4 TERM OF CONTRACT: TWELVE (12) MONTHS

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Department of Procurement Management, Purchasing Division; and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the twelve (12) month period.

2.5 OPTION TO RENEW FOR FOUR (4) ADDITIONAL YEARS

Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for an additional four (4) year(s) period on a year-to-year basis. The bidder shall maintain, for the entirety of the stated additional period(s), the same terms and conditions included within the originally awarded contract.

SECTION 2
SPECIAL CONDITIONS

FRUIT & SPICE PARK ITEMS FOR RESALE - PREQUALIFICATION

Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the bidder. This prerogative may be exercised only when such continuation is clearly in the best interest of the County.

Should the bidder decline the County's right to exercise the option period, the County will consider the bidder in default which decision shall affect that bidder's eligibility for future contracts.

NOTE: IF MULTIPLE BIDDERS ARE INVOLVED UNDER A GIVEN CONTRACT, ANY OPTIONS TO RENEW WILL BE RESTRICTED TO THE SPECIFIC ITEMS OF WORK INITIALLY AWARDED TO ANY SPECIFIC BIDDER.

2.6 METHOD OF AWARD USING PRE-QUALIFICATION AND SUBSEQUENT SPOT MARKET PROCEDURES

Award of this contract will be made to all responsive, responsible bidders who meet or exceed the minimum qualifications set forth in this solicitation.

These bidders shall then be deemed to be pre-qualified to participate in subsequent spot market purchases as required by the County on either an as-needed or on a periodic basis. When such spot market purchases are initiated, all pre-qualified bidders shall be invited to offer a fixed price for a specific individual purchase, or a specific purchasing period for retail items. The bidder then offering the lowest fixed price shall be awarded for the specific period or specific purchase. The award to one bidder for a specific period or individual action does not preclude the awarded bidder nor the remaining pre-qualified bidders from submitting spot market offers for other specific purchases.

If an "equal" product is considered by the County in accordance with the quotation form, the County shall be sole judge of equality and its decision in this regard shall be final.

It shall be the sole prerogative of the County as to the number of bidders who will be initially included under this contract. During the term of this contract, the County reserves the right to add or delete bidders as it deems necessary in its best interests. If the County elects to add bidders, they must meet the same minimum qualifications established for the original competition.

2.6.1 Pre-Qualification Criteria

Bidder(s) shall:

- A) Be a manufacturer or distributor/reseller for retail items as defined in Section 3, Item 3.2. Furnish one of the following as applicable:

SECTION 2
SPECIAL CONDITIONS

FRUIT & SPICE PARK ITEMS FOR RESALE - PREQUALIFICATION

- Manufacturer – manufacturer’s product list or verifiable webpage for products.
 - Distributor – letter on manufacturer’s letterhead stating the bidder is an authorized distributor.
 - Reseller – letter on distributor’s letterhead stating the bidder is an authorized reseller of the distributor.
- B) Provide two (2) references of existing customers who shall be listed in the bidder’s submittal. The references listed must be customers that are currently receiving or have recently received from the bidder the items described in this solicitation. The references must include the customer’s name, and the name, title, address, and telephone number of the contact person who can verify that the bidder has successfully provided the items that the bidder is offering under this solicitation. These references shall ascertain to the County’s satisfaction that the bidder has sufficient experience in the provision of retail items.
- C) Be equipped with a facsimile (FAX) machine and / or an e-mail address. Either resource must be available twenty-four (24) hours a day to provide immediate support and expedite quotations. The Bidder’s facility shall be staffed by representatives who can be contacted Monday through Friday from 8:00am to 5:00pm for quotations.

2.6.2 Quote Procedures

Bidder(s) meeting minimum criteria shall be deemed pre-qualified to participate in periodic spot market purchases for retail items that are identified by the County on an as needed basis. When such spot market purchases are initiated, the pre-qualified bidders shall be invited to offer a fixed price for a specific individual purchase, or a specific purchasing period. Quotes shall include the specific items to be purchased, deadline for price submittal, location for delivery, delivery dates and any other special instructions. Facsimiles are acceptable and must be faxed back to the contact person listed in the quote within the time frame specified in the quote form.

Award will be made to the lowest responsive responsible bidder for each spot market quote. The County reserves the right to award the project to the lowest bidder based on the written price or to reject all prices and obtain the required services from another source. The award of a specific purchase to one bidder does not preclude the ability of the remaining pre-qualified bidder(s) from submitting offers for other spot market purchases.

Warranties shall be specified when quotes are submitted.

Spot market pricing procedures may be initiated by either the using County department or by DPM.

SECTION 2
SPECIAL CONDITIONS

FRUIT & SPICE PARK ITEMS FOR RESALE - PREQUALIFICATION

Note: Purchases under \$500.00 shall be based upon availability of the item and geographic location of the bidder. Quotes will not be necessary.

For Special Delivery Requirements the user department shall specify the shipping terms whenever spot market purchases are initiated.

2.7 PRICES:

Intentionally Omitted

2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT

Intentionally Omitted

2.9 EQUAL PRODUCT

Intentionally Omitted

2.10 LIQUIDATED DAMAGES

Intentionally Omitted

2.11 INDEMNIFICATION AND INSURANCE

Intentionally Omitted

2.12 BID GUARANTY

Intentionally Omitted

2.13 PERFORMANCE BOND

Intentionally Omitted

2.14 CERTIFICATIONS

Intentionally Omitted

2.15 METHOD OF PAYMENT: PERIODIC INVOICES FOR COMPLETED PURCHASES

The bidder(s) shall submit an invoice(s) to the County user department(s) after purchase has been completed, whether the specific item(s) were picked up by authorized County

SECTION 2
SPECIAL CONDITIONS

FRUIT & SPICE PARK ITEMS FOR RESALE - PREQUALIFICATION

personnel or delivered to the site by the bidder. In addition to the general invoice requirements set forth below, the invoices shall reference the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the County user department at the time the items were delivered and accepted.

Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the items. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the following basic information:

I. Bidder Information:

- The name of the business organization as specified on the contract between Miami-Dade County and bidder
- Date of invoice
- Invoice number
- Bidder's Federal Identification Number on file with Miami-Dade County

II. County Information:

- Miami-Dade County Release Purchase Order or Small Purchase Order Number

III. Pricing Information:

- Unit price of the goods, services or property provided
- Extended total price of the goods, services or property
- Applicable discounts

IV. Goods or Services Provided per Contract:

- Description
- Quantity

V. Delivery Information:

- Delivery terms set forth within the Miami-Dade County Release Purchase Order
- Location and date of delivery of goods, services or property

VI. Failure to Comply:

- Failure to submit invoices in the prescribed manner will delay payment.

SECTION 2
SPECIAL CONDITIONS

FRUIT & SPICE PARK ITEMS FOR RESALE - PREQUALIFICATION

2.16 SHIPPING TERMS: F.O.B. DESTINATION

All bidders shall quote prices based on F.O.B. Destination (freight included) and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative at the following locations:

- Redland Fruit & Spice Park
24801 SW 187th Avenue
Homestead, Florida 33031
- Deering Estate at Cutler
16701 SW 72nd Avenue
Miami, Florida 33157

2.17 DELIVERY REQUIREMENTS

Intentionally Omitted

2.18 BACK ORDER ALLOWANCE

Intentionally Omitted

2.19 WARRANTY REQUIREMENTS

Intentionally Omitted

2.20 CONTACT PERSON:

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: José Cardona, at (305) 375-1082 email – cardoj@miamidade.gov.

2.21 COUNTY USER ACCESS PROGRAM (UAP)

User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

SECTION 2
SPECIAL CONDITIONS

FRUIT & SPICE PARK ITEMS FOR RESALE - PREQUALIFICATION

The bidder providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Bidder participation in this invoice reduction portion of the UAP is mandatory.

Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The bidder must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Bidder participation in this joint purchase portion of the UAP, however, is voluntary. The bidder shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful bidder shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

Miami-Dade County shall have no liability to the bidder for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the bidder and shall be paid by the ordering entity less the 2% UAP.

Bidder Compliance

If a bidder fails to comply with this section, that bidder may be considered in default by Miami-Dade County in accordance with Section 1, Paragraph 1.23 of this contract solicitation and the resulting contract.

2.22 ACCEPTANCE OF PRODUCT BY THE COUNTY

The product(s) to be provided hereunder shall be delivered to the County, and maintained if applicable to the contract, in full compliance with the specifications and requirements set forth in this contract. If a bidder-provided product is determined to not meet the specifications and requirements of this contract, either prior to acceptance or upon initial inspection, the item will be returned, at bidder expense, to the bidder. At the County's own option, the bidder shall either provide a direct replacement for the item, or provide a full credit for the returned item. The bidder shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

SECTION 2
SPECIAL CONDITIONS

FRUIT & SPICE PARK ITEMS FOR RESALE - PREQUALIFICATION

2.23 PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING DELIVERY

The successful bidder shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this bid solicitation. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the County's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered; and back-order quantities and estimated delivery of back-orders if applicable.

2.24 PURCHASE OF OTHER ITEMS NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES

While the County has listed all major items within this solicitation which are utilized by County departments in conjunction with their operations, there may be similar items that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the primary bidder to obtain a price quote for the similar items. If there are multiple bidders on the contract, the County representative may also obtain price quotes from these bidders. The County reserves the right to award these similar items to the primary contract bidder, another contract bidder based on the lowest price quoted, or to acquire the items through a separate solicitation.

2.25 SAMPLES MAY BE REQUIRED DURING EVALUATION

During the Spot Market procedure, the bidders may be required to submit a sample for the goods to be supplied for evaluation by, and at no cost to the County. These samples will be checked as applicable for the following:

- Texture and General Appearance
- Flavor
- Color
- Absence of Defects
- Packing Medium
- Cost per Serving

If samples are required, the County will notify the bidder of such in writing and will specify the deadline for submission of the samples on the quote form. When samples are required, the Department shall specify "Samples Are Required for Evaluation". Each individual sample shall be clearly labeled with the bidder's name, bid number, bid title, manufacturer's name and brand name, and style number if applicable. If the bidder fails to submit the samples, properly labeled, within the specified date stipulated in the notice, the County shall not consider the bidder's proposal for that item(s).

SECTION 2
SPECIAL CONDITIONS

FRUIT & SPICE PARK ITEMS FOR RESALE - PREQUALIFICATION

All samples shall become the property of Miami-Dade County.

The County reserves the right to perform its own testing procedures or to send any and all samples to any certifiable laboratory for analysis. On the basis of this testing and analysis, the County shall be sole judge of the acceptability of the sample in conformance with the bid specifications and its decision shall be final. Any sample submitted shall create an express warranty that the whole of the goods and/or services to be provided by the bidder during the contract period shall conform to the sample submitted. The bidder shall be required to provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the contract.

2.26 ADDITIONAL FACILITIES MAY BE ADDED

Although this solicitation and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that additional agency facilities may be added to this contract at the option of the County. When required by the pricing structure of the contract, vendor(s) under this contract shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing.

SECTION 3
TECHNICAL SPECIFICATIONS

FRUIT & SPICE PARK ITEMS FOR RESALE - PREQUALIFICATION

3.1 SCOPE

The intent of the resulting contract is to provide items for resale at the Redland Fruit & Spice Park and the Deering Estate at Cutler retail stores. All retail items are consistent with the Parks vegetation and represent and illustrate the subtropical botanical garden.

Whenever the user department identifies a need for a retail item the pre-qualified bidders will be invited to offer a fixed price for a specific individual purchase, or a specific purchasing period, as requested by the County department(s).

3.2 RETAIL ITEMS

Shall include but are not limited to the following:

Books, Candies, Beverages, Canned and Dried Fruit, Preserves, Jellies, Jams, Dessert Toppings, Crème's, Chutney, Wafers, Cookies, Soup mix, Beverages mixes, Soup bases, Puddings, Rice, Groceries, Sauces, Seeds, Spices, Tea, Ice Cream, Sherbet, Garden Supplies, Grafting Supplies, Postcards, Soaps, Creams and Lotions, Toys, Puppet, Utensils, Hats, Ponchos, Posters and T-Shirts.

3.3 GRADING BY U.S.D.A.

All consumable goods inclusive but not limited to groceries, candies, drinks, canned fruits, preserves and desserts should be packed under U.S. Government supervision and U.S. grade should be stamped on container. U.S. grades are shown to establish minimum acceptable standards.

3.4 ITEMS DESCRIPTION

Refer to pages 11 through 15 for a description of the retail items.

SECTION 3
TECHNICAL SPECIFICATIONS

FRUIT & SPICE PARK ITEMS FOR RESALE - PREQUALIFICATION

BOOKS	BOOKS (Cont'd)	BOOKS (Cont'd)
All about citrus	Florida Fruit	Natural History of Pollination
Art of South Florida Gardening	Florida Insects	Odyssey of the Orange in China
Bamboo in Japan	Florida Landscape Plants	Oriental Vegetables
Bamboo World	Florida Orange Recipes	Palms of South Florida
Bamboos	Fruit & Vegetable Handbook	Palms Throughout the World B
Bananas An American History	Fruit & Veg. Of The Caribbean	Passion Flowers
Bananas you can grow	Fruits of Warm Climates	Plants for People
The Baobab	Gladesmen, Gator Hunters, Moonshiners	Plants for Water Gardens
Chocolate Tree	Golden Guide Everglades	Plants Poisonous to People
Citrus Diagnostic	Golden Guide Exotic Plants	Plants, People & Culture
Citrus Growing in Florida	Golden Guide Herbs & Spices	RFC (Dade) Cookbook
Classic Cracker	Gourds in your garden	Reference to Landscape Plants
Commonsense Vegetables	Grafting Budding & Layering	Rootstocks for Citrus
Compendium of Citrus	Great Chile Book	Rum Fever Cookbook
Compendium of Tropical Fruit	Great Citrus Book	Secrets Of Plant Propagation
Congo Native Fruits	Great Exotic Fruit Book	Seminole Indian Recipes
Costa Rican Natural History	Growing Coconuts in South Florida	Temperate Bamboo
Craft & Art of Bamboo	Guava in Malaysia	Tree Basics
Cultivated Palms of the World	Great Mango Book	Trees of the Caribbean
Dictionary of Chinese Medicinal Herbs	Guide To Landscape Palms	Trees of the Everglades
Durian – Diseases & Disorders	Guide to Mangos in Florida	Tropical & Subtropical Fruits
Edible Asian Garden	Healing Forest	Tropical Bamboo
Edible Pepper Garden	Herb & Spice Handbook	Tropical Edible Plants
Edible Wild Plants	Herbs in South Florida WPB	Tropical Fruit
Encyclopedia of Herbs	History of Medicinal Plants	Tropical Fruit Cookbook
Ethnobotany Evolution	Islands, Plants & Polynesians	Tropical Herb & Spices
Everglades Wildflowers	Key Lime cookin'	Tropical Look
Famous Florida Recipes	Key Lime Recipe Cards	Tropical Mangos
Five Decades with Tropical Fruit	Know & Enjoy Tropical Fruit	Tropical Planting & Gardening
Florida Citrus Varieties	La Bambouseiraie	Tropical Plants of Asia
Florida Fabulous Birds	Las Hierbas Que Curan	Tropical Plants of The World
Florida Fabulous Butterflies	Litchi Pictorial	Tropical Vegetables
Florida Fabulous Flowers	Magic And Medicine of Plants	Tropical Herb & Spices
Florida Fabulous Insects	Malaisian Fruit in color	Tropical Look
Fla. Fabulous Natural Places	Man Eating Bugs	Tropical Mangos
Florida Fabulous Reptiles	Mango – Diseases & Disorders	Tropical Planting & Gardening
Florida Fabulous Spiders	Manual Of Minor Vegetables	Tropical Plants of Asia
Florida Fabulous Trees	Medicinal Plants of The Upper Amazon	Tropical Plants of The World

SECTION 3
TECHNICAL SPECIFICATIONS

FRUIT & SPICE PARK ITEMS FOR RESALE - PREQUALIFICATION

BOOKS (Cont'd)	CANDY (Cont'd)	DRINKS (Cont'd)
Tropical Vegetables	Key Lime Marzipan	Sprite
Vegetables From A to Z	Key Lime Milk Chocolate	Nestea
Virtual Palm Encyclopedia	Key Lime Patties (individual)	Water, Dasani
Wild Plants for Survival	Key Lime Patties 8 oz.	Acerola Drink
World Vegetables	Key Lime Pie Candies	Apple-a day
Yucatan Cookbook	Key Lime Pie Lollipops	Coconut Juice Large
CANDY	Key Lime Pie Mints	Coconut Juice Small
Assorted candy refill Bags	Key Lime Slices	Crushed Melon
Assorted Fruity Candy	Key Lime Taffy Window Box	Ginger Beer
Assorted Juice Patties	Key Lime Truffle	Ginseng - Original
Choc/Gummi Gators	Lemon Buds	Green Tea Drink
Citrus Squares, Window Box	Lemon Tea Candy	Kiwi Strawberry
Coconut Crunch	Lychee Candy, Hard	Lychee Drink
Coconut Patties 8 oz.	Lychee Candy, Soft Gummy	Mango Mania Drink
Coconut Patties, 16 oz. box	Love Bugs	Mangosteen Drink
Coconut Patty - 2 pc	Macaws	Marula Drink
Coconut Key Lime Patty - 2 pc	Mango Mia Candy	Orangina
Coconut Rhubies	Mango Mint Candy	Orange/Tangerine
Florida Keys Mints	Mesh Bag Gum	Pink Lemonade
Fruit Slices	Mixed Fruit Basket (Marzipan)	Pitaya Drink
Gator Eggs	Mosquito Eggs	Screamer/Blue-Raspberry
Gold Mesh Coins	Orange Citrus Creams	Strawberry Banana
Gold Rocks Bubble Gum	Orange Citrus Creams 8 oz	Strawberry Lime
Gourmet Lollipop	Orange Coco Patties 2 pc	Tamarind Juice Large
Gel Cup, Lychee	Orange Grove Mints	Tamarind Juice Small
Gel Cup, Soursop	Orange Gum in Crate	Tropical Haze
Ginger Candy	Orange Juice Squares	Watermelon Soda
Ginger log Candy	Orange Liqueur Truffle	Yuzu Fruit Drink
Gummi Bears Gold	Passion Fruit Buds	Zing
Gummi Fruit Salad	Prehistoric Eggs	FRUIT, CAN/JAR
Gummi Gators in Crate	Rainbow Coconut Slices	Crystallized Ginger Slices
Gummi Grapefruit	Rock Candy	Dried Guava
Gummi Pet Crocodiles	Sampler Combo	Dried Mango
Gummi Rat	Sweet & Sour Worms	Dried Pineapple
Gummi - Sour Britcrawlers	Tamarind, Sweet	Sorrel, Dried (JCS - 3 oz)
Gummi swamp buddies	Tangerine Buds	Jackfruit (jcs)
Gummi Tarantula	Toasted Coconut Marshmallow	Jackfruit w/ Toddy Palm
Jasmine Tea Candy	Twin Gators on Card	Longan
Jungle Gum	DRINKS	Lychee
Key Lime Buds	Coke	Mangosteen, canned
Key Lime Citrus Cremes	Diet Coke	FRUIT JELLIES/JAM
Key Lime Crunch	Fanta Orange	Banana Jam & Dessert Topoing
Key Lime Fruit Squares	Ginger Ale	Calamondin Marmalade

SECTION 3
TECHNICAL SPECIFICATIONS

FRUIT & SPICE PARK ITEMS FOR RESALE - PREQUALIFICATION

FRUIT JELLIES/JAM (Cont'd)	GROCERIES	HORTICULTURE SUPPLIES (Cont'd)
Carambola Jalapeno Ginger Jam	Banana Chips	Turbo Folding Saw
Clementine Tangerine	Banana Chips, Large	Wax, Grafting
Coconut Honey Crème	Citrus Honey with Key Lime	ICE CREAM/FROZEN TREATS
Coconut Toast, 9-1/2 (plain)	Coconut Ginger Rice	Candy Center Crunch
Fig Preserves	Durian Wafers	Chipwich
Ginger Pepper Jelly	Guava Soup Base Mix	Choco Taco
Ginger Pineapple Chutney	Hot & Sour Soup Mix	Chocolate Éclair
Guanabana	Jackfruit Chips	Coconut Sherbert
Guava Butter	Jamaican Dirty Rice	Frozen Fruit
Guava Jelly	Key Lime Cookies	Good Humor Hershey's
Hot Scotch Pepper Jelly	Key Lime Cookie Tin	Ice Cream Sandwich Giant
Jalapeno Pepper	Key Lime Daiquirita Drink	Klondike Bar Original
Key Lime & Mango Jam	Key Lime Pie Mix	Klondike Crunch Bar
Key Lime Coconut	Lychee Pudding	Marvel Spiderman Bar
Key Lime Crème	Lychee in can	Reese Peanut Butter Bar
Key Lime Ginger Jelly	Mango Daiquirita Mix	Snickers
Key Lime Ginger Wasabi Jam	Mango Kuchela	Strawberry Shortcake
Key Lime Honey	Pandan Wafers	POSTERS
Key Lime Jelly	Redland Honey	Postcards
Key Lime marmalade	Shahi Pilua Rice	Postcards (Set)
Litchi	Strawberry Daiquinta	Local Birds
Mango Butter	Tamarind Soup Base Mix (Knorr)	Helpful or Harmful - cards
Mango Chutney	Tamarind Soup (Jona)	Asian Vegetables
Mango Chutney (Matuok)	HORTICULTURE SUPPLIES	Banana
Mango Orange Crème	Aluminum Tags (25/pkg)	Berries
Mango Preserves	Fertilizer Sticks	Chiles
Mango Yerba Mate Tea Jam	Grafting Knife w/ Black Handle	Citrus
Orange Coconut	Grafting knife (double)	Cocina
Orange Marmalade	Grafting knife, left-handed	Cooks Garden of Herbs
Orange-Marmalade- Wild	Grafting Knife New Black	Corn
Orange-Passion Fruit Jelly	Grafting Knife New Brown	Edible Flowers
Orange/ Pineapple	Grafting Tape, 1" clear	Eggplant
Papaya Butter	Grafting Tape, 1" Green	Grains
Papaya Preserves	Grafting Tape, ½" Clear	How Hot is your Chili?
Papaya-Mamey	Grafting Tape, ½" Green	Mango
Papaya/Orange	Grove Thermometer	Mushrooms
Passion Fruit	Long Reach Pruner	Orchids
Piña Colada Rum Jam	Magnifier, Double Lens	Roots & Vegetables
Pineapple/Coconut	Parafilm	Salad Greens
Pineapple Jam	Plastic Pot Stakes /50	Spices
Red Hot Pepper Jelly	Pole Picker , aluminum	Squash
Tangerine Lime	Pruning Clippers (RFC)	Sub-Tropical Exotic Fruit
Tomato Chutney	Pruning Knife	Sunflower
Vanilla Chai Jelly	Tucano Loppers	Tropical Exotic Fruit
Vegetable Chutney	Pruning Shear, Felco #2	Tropical Fruit Note Cards (set)
Zesty Onion Relish	Slip N Lock Label /50	Tropical Fruit Prints 12X16
	Treekote	

**SECTION 3
TECHNICAL SPECIFICATIONS**

FRUIT & SPICE PARK ITEMS FOR RESALE - PREQUALIFICATION

PERSONAL CARE	PUPPETS (Cont'd)	SAUCES (Cont'd)
Bay Rum	Mini Butterfly swallowtail yellow	Ginger Peach Asian Sauce
Citrus Neem Soap	Mini Butterfly Morphidae turq.	Goombay Mango BBQ Sauce
Corneal & Honey Soap with Neem	Mini Butterfly Pinkish	Hawaiian Style Grillin' Sauce
Lavender & Oatmeal Soap with Neem	Mini Chipmunk	Hell Hot Peppers
Mint Soap with Neem	Mini Dragonfly	Hot Crushed Peppers (11 oz)
Neem Hand & Body Lotion	Mini Frog	Hot Pineapple Mustard
Neem Hand & Body Lotion (1 oz)	Mini Hermit Crab	Hot Pepper Sauce
Neem Outdoor Spray	Mini Ladybug	Island Style Marinade
Neem Toothpaste	Mini Luna Moth - Green	Jerk Table Sauce
Mosquito Spray	Mini Monarch - Orange	Key Lime BBQ Sauce
Tiger Balm Red (Kingston)	Mini Mosquito	Key Lime Calypso Dip
Tiger Balm white	Mini Owl	Key Lime Carnival Dip JO
Ultra-Sensitive Soap	Mini Playset Butterfly	Key Lime Cocktail Sauce
Ultra-Sensitive Soap/Neem oil 3 oz	Mini Playset Desert	Key Lime Ginger Wasabi Mustard
PUPPETS	Mini Playset Rain Forest	Grove)
African Wildlife Playset	Mini Praying Mantis	Key Lime Island Salsa
Ant	Mini Turtle	Key Lime Juice 2.2 oz
Ant, Red	Mini White Mouse	Key Lime Juice JO Brand
Armadillo	Mosquito	Key Lime Macadamia Mustard
Baby Raccoon	Opossum	Key Lime Mango Relish
Barn Owl	Porcupine	Key Lime Mango Rum Sauce
Bat	Raccoon in Garbage can	Key Lime Mango-Ginger Sauce
Bee	Rattlesnake	Key Lime Mustard Sauce JO
Boa Constrictor	Red Tailed Hawk	Key Lime Oil
Butterfly	Scallop	Key Lime Wasabi Marinade
Cardinals in a Nest	Scarab Beetle	Lemon Mustard
Caterpillar	Scarlet Macaw	Mango & Key Lime Chutney
Chameleon	Skunk	Mango Grillin' Sauce
Cockroach	Spider	Mango Key Lime Tequila
Crane	Squirrel	Mango Mango Salsa
Cricket	Stag Beetle	Or-Marmalade Coconut Sauce
Dungeness Crab	Tarantula	Papaya Grillin' Sauce
Eagle	Toad	Papaya Key Lime Sauce
Ferret	Tortoise	Pineapple Cashew Mustard
Frog	Tree Frog	Raspberry Hibiscus
Fuzzy Caterpillar	Woodpecker family	Scotch Bonnet Pepper, Crushed (JCS) 5oz
Iguana	Yellow Jacket	Smokey Ambarella Sauce
Ladybug	SAUCES	Spicy Grillin' Sauce
Lizard	Asian Tamarind Sauce	Spicy Honey Garlic
Lop-Eared Rabbit	Barbados Pepper Sauce	Spicy Steak Sauce
Mini Bat	Caribbean Salsa	Tamarind Chili Grill
Mini Bee	Caribbean Salsa Floribbean	Tamarind Dipping Sauce
Mini Beetles	Caribe Steak Sauce	Tamarind Paste
Mini Butterfly - Buckeye	Champagne Mustard	Tandoori Paste
Mini Butterfly - Purple	Exotic Curry Sauce	Thai Curry Paste

SECTION 3
TECHNICAL SPECIFICATIONS

FRUIT & SPICE PARK ITEMS FOR RESALE - PREQUALIFICATION

SAUCES (Cont'd)	SEEDS (Cont'd)	WEARABLES (Cont'd)
Thai Sauce	Pak Choy, Canton White (Lg. Loose Leaf)	Tula Hats, Visor
Tropical BBQ Sauce	Bok Choy, Siew Choy	Rain Ponchos
Vindaloo Curry Paste	SPICES	
West Indies Ginger BBQ	Boston Jerk Seasoning	
SEEDS	Citrus Salt	
Oriental Seeds	Curry Masala	
Oriental Spinach, Hybrid Acc	Jerk Rub	
Oriental Squash, Delica Kabocha	Key Lime Seasoning	
Turnip, Hubrid Tokyo Cross	Seven Pepper Blend	
Holy Basil Green Leaf	Sweet Orange Habanero	
Okra Spineless	TEAS	
Baby Corn	Assorted Honey Teasers	
Snake Gourd	Banana Tea	
Oriental Melon, Hybrid Sunrise	Cinnamon Tea	
Oriental Mustard, San Ho Giant	Ginger Tea	
Oriental Mustard, Miike Purple Giant	Green Tea	
Oriental Mustard, Japanese Red Giant	Hibiscus Tea	
Hot Pepper, Chi-Chion	Indian Spiced Chai Tea	
Hot Pepper, Goat Horn	Island Coconut Tea	
Sweet Pepper, Shishito	Jasmine Tea	
Sweet Pepper, Fushimi	Key lime Tea	
Chinese Radish, Red Skin	Keylimeade Tea	
Cucumber, Hybrid Crisp Petrel	Keylime Mango Tea	
Chinese Eggplant, Hybrid Purple Escel	Mango Tea	
Chinese Eggplant, Thai Round Green	Mulberry Tea	
Thai Eggplant, Thai Long Green	Orange Spice Tea	
Bitter Melon, Hong Kong Green	Papaya Tea	
Bitter Melon, Thailand	Passion Fruit Tea	
Bitter Melon, Taiwan White	Pina Colada Tea	
Bitter Melon, Japan Long	Pineapple Tea	
Bitter Melon, Large Top	Vanilla Tea	
Garlic Chives, Broad Leaf	UTENSILS	
Perilla Red Shi-So	Citra Peeler Knife	
Watercress	Citrus Sippers	
Chinese Kale, Green Delight	Fruit & Spice Park Magnet	
Komatsuna	Plastic Lychee Fruit	
Winged Bean	Plastic Tropical fruit	
Edible Amaranth, White Leaf	Stainless Steel Spoons	
Yardlong Bean, Canton White Pod	Tropical Fruit Magnets	
Yardlong Bean, Red Stripe Seed	Wooden Magnets	
Yardlong Bean, Orient Extra Long	WEARABLES	
Edible Soybean, White Lion	Bamboo Hats	
Oriental Celery, Green Queen	Bamboo Hats Large	
Carrot, Tokita's Scarlet	Tula Hats	
Green Baby Pak Choy	Tula Hats, Fedora	

**DPM, PURCHASING DIVISION**

Bidder Assistance Section
 Stephen P. Clark Center
 111 NW 1st Street, 13th Floor
 Miami, Florida 33128-1983

OPENING: 2:00 P.M.

FRIDAY
May 22, 2009

INVITATION TO BID
SECTION 4
BID SUBMITTAL FORMS

PLEASE QUOTE PRICES F.O.B. DESTINATION, LESS TAXES, DELIVERED IN
 MIAMI-DADE COUNTY, FLORIDA

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued
 by:
 J.Cardona

DPM
 Purchasing Division

Date Issued:
 May 13, 2009

This Bid Submittal Consists
 of Pages **16** through **20**

Sealed bids are subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of DPM, Purchasing Division, Bidder Assistance section at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

FRUIT & SPICE PARK ITEMS FOR RESALE - PREQUALIFICATION

DO NOT WRITE IN THIS SPACE	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
ITEM NOS. ACCEPTED: _____	
COMMODITY CODE:	715-10, 020-00, 393-34, 578-84, 380-45, 393-54, 393-59, 052-72, 790, 393-80, 393-84, 393-85 475-88, 200-33, 200-36 & 200-56
PROCUREMENT AGENT:	José Cardona

FIRM NAME: _____

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND
AFFIDAVITS

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON
 PAGE 20 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE BIDDER
 INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 20 OF SECTION 4. BID SUBMITTAL, WILL RENDER YOUR BID
 NON-RESPONSIVE**

SECTION 4
BID SUBMITTAL FOR:

FIRM NAME: _____

4.1	In accordance with Section 2, Paragraph 2.6.1 (A) <u>Manufacturer catalog dealer or distributor/reseller</u>					
	<p>The bidder is required to submit with their bid, proof of the following: Firm's designation as a manufacturer, distributor or reseller of products offered in response to this Invitation to Bid. If bidder is a manufacturer provide your company's website for verification and attach your product list for retail items and related products that shall be available from your firm under this solicitation. If bidder is distributor or reseller furnish letter on manufacturer's or distributor letterhead as applicable stating that the bidder is authorized to provide retail items from manufacturer.</p> <p style="text-align: center;">A) Manufacturer Website:_____</p> <p style="text-align: center;"><input type="checkbox"/> Product list attached.</p> <p style="text-align: center;">B) Distributor/Reseller:</p> <p style="text-align: center;"><input type="checkbox"/> Attached letter from manufacturer authorizing Bidder to sell its products.</p>					
4.2	In accordance with Section 2, Paragraph 2.6.1 (B) <u>Reference Checks Report</u>					
	<p>Two (2) references of existing customers who shall be listed in the bidder's submittal. The references listed must be customers that are currently receiving or have recently received from the bidder the items described in this solicitation. The references must include the customer's name, and the name, title, address, and telephone number of the contact person who can verify that the bidder has successfully provided the products that the bidder is offering under this solicitation. These references shall ascertain to the County's satisfaction that the bidder has sufficient experience in the provision of retail items.</p>					
	Company's Name ↓	Contact Name ↓	Contact Title ↓	Customer Address ↓	Telephone Number ↓	E-mail Address ↓
1)						
2)						

SECTION 4
BID SUBMITTAL FOR:

FIRM NAME: _____

4.3	In accordance with Section 2, Paragraph 2.6.1(C) <u>Bidder's representative</u>					
<p>Bidder(s) shall be equipped with a facsimile (FAX) machine and / or an e-mail address. Either resource must be available twenty-four (24) hours a day to provide immediate support and expedite quotations. The Bidder's facility shall be staffed by representatives who can be contacted Monday through Friday from 8:00am to 5:00pm for quotations.</p>						
Company's Name ↓		Contact Person's Name ↓	Company Phone Number ↓	Company Fax Number ↓	Company E-mail Address ↓	Company Address ↓

BID SUBMITTAL FOR:

FRUIT & SPICE PARK ITEMS FOR RESALE - PREQUALIFICATION

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH
THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

TITLE OF OFFICER: _____

**BID SUBMITTAL FOR:
FRUIT & SPICE PARK ITEMS FOR RESALE - PREQUALIFICATION**

=====

Prompt Payment Terms: _____ % _____ days net _____ days

=====

FEI NO. : ____/____-____/____/____/____/____/____/____

(Bidder Federal Employer Identification Number as used on Return Form 941) If none, Bidder Social Security No.

=====

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program.

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Bidder participation in the Joint Purchase portion of the UAP is **voluntary**, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and **shall not be binding** on the bidder.

- A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County? Yes _____ No _____, and
- B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County? Yes _____ No _____

LOCAL PREFERENCE CERTIFICATION: The responding bidder hereby attests, **by checking one of the following blocks**, that it is ☐, or is not ☐, a local business. For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base. **Failure to complete this certification at this time (by checking the appropriate box above) shall render the bidder ineligible for Local Preference.**

The undersigned bidder certifies that this bid is submitted in accordance with the bid specifications and conditions governing this bid, and that the bidder will accept any award(s) made to him as a result of this bid.

FIRM NAME _____

STREET ADDRESS _____

CITY/STATE/ZIP CODE _____

TELEPHONE NO. _____ FAX NO. _____ E-MAIL _____

By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract.

*AUTHORIZED SIGNATURE _____ Date _____

***PERSON AUTHORIZED TO ENTER INTO CONTRACTUAL AGREEMENT**

PRINT NAME OF AFFIANT _____

TITLE OF OFFICER _____

FAILURE TO SIGN THIS PAGE, WILL RENDER YOUR BID NON-RESPONSIVE



APPENDIX

AFFIDAVITS INFORMAL BID



Miami-Dade County
Department of Procurement Management
Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. : _____ **Federal Employer Identification Number (FEIN):** _____

Contract Title: _____

Affidavits and Legislation/ Governing Body

1. Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code	6. Miami-Dade County Vendor Obligation to County Section 2-8.1 of the County Code
2. Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2-8.1(d)(2) of the County Code	7. Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(j) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code
3. Miami-Dade County Employment Drug-free Workplace Certification Section 2-8.1.2(b) of the County Code	8. Miami-Dade County Family Leave Article V of Chapter 11 of the County Code
4. Miami-Dade County Disability Non-Discrimination Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95	9. Miami-Dade County Living Wage Section 2-8.9 of the County Code
5. Miami-Dade County Debarment Disclosure Section 10.38 of the County Code	10. Miami-Dade County Domestic Leave and Reporting Article 8, Section 11A-60 11A-67 of the County Code

_____	_____	_____
Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant

Name of Firm		Date

Address of Firm	State	Zip Code

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20 _____.

by _____ He or she is personally known to me ☐ or has produced identification ☐

Type of identification produced _____

_____	_____
Signature of Notary Public	Serial Number

Print or Stamp of Notary Public	Notary Public Seal
Expiration Date	

**FAIR SUBCONTRACTING PRACTICES
(Ordinance 97-35) Section 1 [1.8 D(5)]**

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.8D(4)

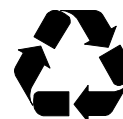
This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.☐ NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

Signature

Date _____



**MIAMI-DADE COUNTY
CERTIFICATION OF RECYCLED
ENVIRONMENTALLY ACCEPTABLE PACKAGING
PRODUCT CONTENT
RESOLUTION (R-738-92) Section 1 (1.8 C)**



MINIMUM CERTIFIED CONTENT						
Bid Item Number	RECYCLED PRODUCTS		RECOVERED MATERIALS		RECYCABLE PRODUCTS	
	% Composition	Type of Material	% Composition	Type of Material	% Composition	Type of Material

DEFINITIONS						
--------------------	--	--	--	--	--	--

“Recycled Material” shall be defined as any waste material or by-products that have been recovered or diverted from solid waste.

“Recycled Product” shall be defined as any product which is in whole or in part composed of recovered materials.

“Recyclable Product” shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.

“Waste Reducing Product” shall be defined as any product which will result in less waste generated due to its use rather than another product designed to serve the same function with a greater waste generation rate. This shall include, but not limited to those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

I have the knowledge to certify and do so by certify that the Minimum Materials Content in our product(s) are as specified on this form and conform with the definitions as shown above.

NAME		
ADDRESS		
CITY	STATE	ZIP
SIGNATURE	TITLE	

